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Contract Database Metadata Elements

Title: **Shawangunk, Town of and Shawangunk Police Benevolent Association (PBA), (1996)**

Employer Name: **Shawangunk, Town of**

Union: **Shawangunk Police Benevolent Association (PBA)**

Local:

Effective Date: **01/01/96**

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Shawangunk, Town Of And Town Of
Shawangunk Pba

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Fully Executed Copy

5008 TO
37517 FOR

AGREEMENT BY AND BETWEEN

TOWN OF SHAWANGUNK

and

TOWN OF SHAWANGUNK
POLICE BENEVOLENT ASSOCIATION

PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

OCT 18 1999

CONCILIATION

January 1, 1996 - December 31, 1999

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ARTICLE 1 - PREAMBLE AND RECOGNITION

A. It is the mutual policy and intent of the parties to this Agreement to maintain a harmonious and cooperative relationship between the Town of Shawangunk (hereinafter known as the "Employer") and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government; to promote fair and reasonable working conditions and to comply with the New York State Public Employees Fair Employment Act.

B. The Employer hereby agrees to recognize the Town of Shawangunk Police Benevolent Association (hereinafter known as the "PBA") and/or its designee, as the sole and exclusive bargaining representative for employees in the following titles:

Including: All full time and part time police officers and dispatchers,
Excluding: Chief of Police.

ARTICLE 2 - PBA RIGHTS AND RESPONSIBILITIES

A. Check-off of Dues: The Employer agrees to deduct from all employees who are PBA members covered by this Agreement, the initiation fees, dues and uniform assessments for the PBA, and agrees to make such adjustments in said dues as the PBA may prescribe; and agrees to remit same to said PBA, all such deductions at the end of each period for which deductions are made. Written authorization by the employee is to be furnished in the form approved by the Employer.

B. Agency Shop: The Employer agrees to deduct from the wages of an employee who is not a member of the PBA, but who is represented by the PBA for the purpose of collective bargaining, an Agency Shop Fee in the amount equivalent to the amount of dues payable by a member of the PBA, provided that the PBA establish and maintain a procedure providing for the refund, to any employee demanding the return thereof, of any of part of such Agency Shop Fee which represents the employee's pro-rata share of expenditures by the PBA in aid of the activities or causes unrelated, or only incidentally related, to terms and conditions of employment as set forth above.

C. PBA Officers: The PBA shall forward to the Employer a list of the names and titles of its officers and representatives plus changes as they occur.

D. Labor/Management: Authorized spokespersons for the Employer and PBA shall meet on a quarterly basis, on seven (7) calendar days notice, to discuss questions or differences of opinion concerning the administration of this contract or other terms and conditions of employment. The request shall be in writing, addressed to the Town Supervisor or designated representative or PBA President or designated representative at their respective addresses, and shall contain a statement of the specific subject matter or matters to be reviewed.

Any agreement or understanding reached between the parties shall be reduced to writing and signed by an authorized representative of each party.

ARTICLE 3 - DECLARATION OF PLEDGE OF NO STRIKE POLICY

In consideration of the recognition by the Employer of the PBA as the sole and exclusive bargaining representative of the employees in the bargaining unit, the PBA and members of the bargaining unit do hereby affirm that they do not assert the right to strike against the Employer, nor will they conduct, assist or participate in any strike or impose an obligation on any members to conduct, assist or participate in any strike.

ARTICLE 4 - GRIEVANCE PROCEDURE

A. Any employee or the PBA may file a grievance pursuant to this Article.

B. A grievance is defined as a claimed violation or misinterpretation of a provision of the Agreement.

C. A grievance shall be deemed waived unless it is filed in writing, specifying the Article(s) and Section(s) of the Agreement, within thirty (30) calendar days of the date of occurrence or the time when the grievant should have known of the occurrence.

Stage I - Town Supervisor:

D. The initial filing shall be with the Town Supervisor who shall issue a written decision in response to the grievance within fourteen (14) calendar days of receipt. If the grievant is not satisfied with the Town Supervisor's decision, within fourteen (14) calendar days of receipt of the decision, an appeal to the Town Board may be taken in writing.

Stage II - Town Board:

E. Upon receipt of a grievance appeal from Stage I, the Town Board shall issue a written decision within twenty-one (21) calendar days of receipt of the appeal.

Stage III - Arbitration:

F. In the event the PBA wishes to appeal an unsatisfactory decision at Stage II, a demand for arbitration shall be submitted to the Town Supervisor. The parties agree that the following shall serve as Arbitrators:

1. Theodore H. Lang
2. Jeffrey M. Selchick
3. Alan Viani
4. Bonnie Siber Weinstock

In the event any of the named arbitrators is no longer available to serve, each party reserves the right to propose a replacement to the respective list upon thirty (30) calendar days written notice to the other party. However, a replacement shall not serve until mutually agreed upon by both parties. The panel members shall rotate and be available within sixty (60) calendar days to hear the grievance. In the event the next scheduled panel member is not available within the limits set forth herein, the parties agree to move to the next panel member who can meet the time limits. In the event none of the arbitrators can meet the requirements, the parties agree to use the arbitrator whose schedule is available on the earliest date possible.

The Decision and Award of the arbitrator shall be final and binding upon the parties so long as the award does not add to, subtract from or in any way modify the provisions of the Agreement.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

ARTICLE 5 - SEPARATION FROM EMPLOYMENT

A. Upon discharge, death or separation of the employee, the Employer shall pay all money and benefits to the employee or employee's beneficiary/estate in the pay period immediately following such discharge, death or separation.

B. Benefits shall include sick, vacation, holiday and personal leave. Sick leave shall be paid at fifty percent (50%) of accumulation in the event of discharge.

C. Upon separation from employment, the employee shall return to his immediate supervisor all equipment in his possession or assigned to him, in substantially the same condition as when received, reasonable wear and tear excluded.

ARTICLE 6 - UNIFORMS AND EQUIPMENT

A. The Employer shall provide, and maintain at its expense, uniforms and equipment for all employees in the bargaining unit. The dispatchers' uniforms and equipment shall not include those items unique to the job of police officers.

B. All police officers shall receive initial equipment as follows:

- 1 standard semi-automatic weapon
- 1 holster
- 1 duty belt
- 1 magazine holder
- 2 pairs of handcuffs and 2 cases
- 5 keepers
- 1 nightstick
- 2 name tags
- 1 pepper spray and holder
- 1 radio holder

C. In addition to the above, all employees shall receive an initial issue as follows:

- 4 pair of pants (F/T); 2 pair of pants (P/T)
- 4 long sleeve shirts (F/T); 2 long sleeve shirts (P/T)
- 4 short sleeve shirts (F/T); 2 short sleeve shirts (P/T)
- 1 winter jacket
- 1 bulletproof vest with 2 carriers to hold exterior panels - vest shall be replaced by the Employer every 5 years from the date of issue
- 1 hat
- 1 tie and tie clip
- 1 set of collar insignias
- 3 badges and 1 Departmental ID card

D. A cleaning allowance shall be provided to each employee for each year of the agreement as follows:

- \$150.00 - Full-time Employee
- \$75.00 - Part-time Employee

The uniforms shall be maintained in a neat and clean condition and changed when necessary to maintain a neat and clean appearance. Loss or damage to the uniforms and equipment, other than normal wear and tear, or in the performance of duty, will be paid by the employee to whom the uniforms and equipment is issued.

E. It is further agreed that all uniforms and equipment, provided for in this Article, shall be issued by the "quartermaster method" after an employee receives his/her initial issue, based on a normal wear and tear basis at no cost to the employee. This shall also include destroyed or damaged uniforms and equipment incurred in the performance of duty.

F. All employees to whom uniforms are issued shall wear the complete uniform while on duty or carrying out the duties assigned to them.

G. Whenever an employee's eye glasses or wristwatch is damaged or destroyed in performance of duty, the Employer will make reimbursement of up to one hundred fifty dollars (\$150.00) per event (limit of \$50.00 for a wristwatch and \$150.00 for prescription eyeglasses), and up to an aggregate amount of five hundred dollars (\$500.00) per calendar year for all employees. A proof of claim form accompanied with receipts shall be presented to the Personnel Committee of the Town Board, where upon reimbursement will be payable.

ARTICLE 7 - PAY PERIOD

A. All employees covered hereunder shall be paid by-weekly, with no more than a one (1) week lag, for a total of twenty-six (26) pay periods per year.

B. Each employee shall be provided in the payroll check, a statement of gross earnings, with deductions to date, as well as a balance of all accumulated paid leave (i.e., sick, vacation, personal leave, etc.) as of that payroll.

ARTICLE 8 - VACATIONS

A. All full time employees shall be credited with vacation on their anniversary date in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Credited</u>
Start through 1 st year	None
Start 2 nd Year	40 hours (5 work days)
Start 3 rd through 7 th year	80 hours (10 work days)
Start 8 th through 15 th year	120 hours (15 work days)
Start 16 th through 20 th year	160 hours (20 work days)
Start 21 st year and above	200 hours (25 work days)

B. The Chief of Police will annually establish a vacation schedule. All full time employees shall select their vacations based upon seniority.

C. All full time employees shall use their best efforts to take their entire vacation credited from their anniversary date. However, each employee shall be entitled to maintain and carry over from anniversary to anniversary date, up to eighty (80) hours (10 workdays) of vacation at any one time.

ARTICLE 9 - HOLIDAYS

A. All full time employees covered hereunder shall be entitled to the following Holidays, whether worked or not:

- | | |
|--|-------------------------------|
| 1. New Year's Day (January 1 st) | 8. Election Day |
| 2. Martin Luther King, Jr.'s Birthday | 9. Veteran's Day |
| 3. Presidents' Day | 10. Thanksgiving Day |
| 4. Memorial Day | 11. Day After Thanksgiving |
| 5. Independence Day (July 4 th) | 12. December 24 th |
| 6. Labor Day | 13. December 25 th |
| 7. Columbus Day | |

The above named Holidays shall be celebrated on the date the State of New York celebrates or as set forth above.

A full time employee who is regularly scheduled off (day off/pass day) on any of the named Holidays set forth above shall be entitled to eight (8) hours of additional pay in that pay period. In order to be paid for the Holiday, that employee shall work the last scheduled day before and first (1st) scheduled day immediately following the Holiday, except if on accrued paid leave.

B. All Holidays shall be paid at the rate of two and one-half times (2.5X) the hourly rate, in cash payment, to all full time employees who work on their scheduled tour of duty on a Holiday or any part thereof, and one and one-half times (1.5X) the hourly rate thereafter.

C. All Holidays shall be paid at the rate of time and one-half times (1.5X) the hourly rate, in cash payment, to all part time employees who work on a Holiday or any part thereof.

ARTICLE 10 - SICK LEAVE

A. All full time employees shall accrue two and one-half (2.5) hours every pay period of sick leave, up to a maximum accumulation of two hundred forty (240) hours.

B. For each sick day used or part thereof used, that employee shall have the number of hours deducted from their sick leave accumulation and credited towards that work day for the purposes of payroll.

C. A doctor's certificate confirming illness may be required after being out more than three (3) consecutive workdays.

ARTICLE 11 - BEREAVEMENT LEAVE

A. Effective January 1, 1999, in the event of a death in a full time employee's immediate family as defined herein, the employee shall be entitled to three (3) work days of bereavement leave for each such occurrence. The immediate family shall be defined as: spouse, children, step-children, parents, step-parents, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

B. Subject to the approval of the Chief of Police or designee, an employee is allowed bereavement leave for all other relatives not named above, but such leave shall be charged against personal and/or vacation leave.

ARTICLE 12 - PERSONAL LEAVE

A. All full time employees shall be credited with three (3) personal leave days on January 1st of each year. A new employee shall be credited after three (3) months of employment.

Personal leave shall be submitted and be approved in advance by the Chief of Police or designee, except for an emergency. Personal leave is to be used for personal business that conflicts with the employee's hours of the work day, and shall not be unreasonably denied.

B. Personal leave shall be used in at least a minimum of two (2) hour increments.

**ARTICLE 13 - HOURS OF WORK, WORK DAY, WORKWEEK,
WORK SCHEDULE AND OVERTIME**

A. The Employer will pay employees when called-in and not scheduled to work, on an overtime basis for full time employees, and at straight time for part time employees, with the minimum guarantee of three (3) hours on each Call-In. This will apply to employees who are requested to spend off-duty hours at court appearances and other related Town business, as designated by the Department. The Chief of Police may assign an employee to remain for the remaining time of the Call-In if less than three (3) hours.

B. The Employer shall establish a seniority list, which shall include full and part-time police officers based on their date of hire with the Employer. Overtime shall be offered on a voluntary rotating seniority basis according to the list. The list shall continue from the last employee who accepted the overtime, and so on. In the event there are no volunteers, only the full-time police officer shall be required to work the overtime assignment, ordered in the inverse order of seniority.

ARTICLE 14 - BASE WAGE, HOURLY RATE AND LONGEVITY

A. The Base Wage for all full time employees shall be as follows:

Police Officer

<u>Step</u>	<u>Years of Service</u>	<u>1/1/96</u>	<u>1/1/97</u>	<u>1/1/98</u>	<u>1/1/99</u>
1	Starting	\$23,161	\$23,856	\$24,572	\$25,309
2	After 1 year	\$25,911	\$26,721	\$27,556	\$28,417
3	After 2 years	\$28,091	\$28,969	\$29,874	\$30,808
4	After 3 years	\$29,285	\$30,237	\$31,220	\$32,315
5	After 4 years	\$30,487	\$31,478	\$32,501	\$33,557
6	After 5 years	\$31,689	\$32,759	\$33,947	\$35,262

B. Effective January 1, 1999, all full time employees shall be paid longevity as follows on their anniversary date:

<u>Years of Service</u>	<u>Amount Paid</u>
Start 8 th through 11 th year	\$ 500.00 each year
Start 12 th through 14 th year	\$ 750.00 each year
Start 15 th through 17 th year	\$1,000.00 each year
Start 18 th year and above	\$1,500.00 each year

C. The base hourly rate for all part time employees shall be as follows:

Police Officer

<u>Steps</u>	<u>Years of Service</u>	<u>1/1/96</u>	<u>1/1/97</u>	<u>1/1/98</u>	<u>1/1/99</u>
1	Starting	\$ 9.75	\$10.00	\$10.50	\$11.00
2	Starting 2 nd year	\$10.00	\$10.25	\$10.75	\$11.25
3	Starting 4 th year	\$10.40	\$10.65	\$11.15	\$11.65
4	Starting 6 th year	\$10.80	\$11.15	\$11.65	\$12.15

In addition to the base hourly rate above, longevity shall be paid as follows, starting on the employee's anniversary date:

<u>Steps</u>	<u>Years of Service</u>	<u>1/1/96</u>	<u>1/1/97</u>	<u>1/1/98</u>	<u>1/1/99</u>
5	Start 8 th year through 11 th year	+\$.60/hr	+\$.70/hr	+\$.80/hr	+\$.90/hr
6	Start 12 th year through 14 th year	+\$.95/hr	+\$1.05/hr	+\$1.15/hr	+\$1.25/hr
7	Start 15 th year through 17 th year	+\$1.30/hr	+\$1.40/hr	+\$1.50/hr	+\$1.60/hr
8	Start 18 th year through 20 th year	+\$1.65/hr	+\$1.75/hr	+\$1.85/hr	+\$1.95/hr
9	Start 21 st year and above	+\$2.00/hr	+\$2.10/hr	+\$2.20/hr	+\$2.30/hr

The part time in-house Sergeant shall be paid an additional hourly rate over and above the Step hourly rate as follows:

<u>1/1/96</u>	<u>1/1/97</u>	<u>1/1/98</u>	<u>1/1/99</u>
\$2.39	\$2.39	\$2.00	\$1.50

D. The hourly rate for all part time employees shall be as follows:

Dispatcher

<u>Steps</u>	<u>Years of Service</u>	<u>1/1/96</u>	<u>1/1/97</u>	<u>1/1/98</u>	<u>1/1/99</u>
1	Starting	\$7.75	\$8.25	\$8.75	\$ 9.25
2	Starting 2 nd year	\$8.05	\$8.55	\$9.05	\$ 9.55
3	Starting 3 rd year	\$8.35	\$8.85	\$9.35	\$ 9.85
4	Starting 6 th year	\$8.65	\$9.15	\$9.65	\$10.15

ARTICLE 15 - PENSION AND HEALTH INSURANCE PLANS

A. The Employer shall adopt, implement and maintain at no cost to all eligible employees, Section 384-d of the New York State and Local Police and Fire Retirement System.

B. Effective January 1, 1999, the Employer shall pay 100% of the cost or premium for individual or dependent coverage for all full time employees in the current plan.

C. The Employer shall make available an HMO option, which cost shall not be greater to the Employer than the current plan.

ARTICLE 16 - JURY DUTY

Effective January 1, 1999, in the event a full time employee is noticed and required to appear for Jury Duty, and that employee is scheduled to work, he/she will be released with pay and without charge to any other paid leave accrual as set forth herein. The employee shall provide a copy of the notice to the Chief of Police.

In the event a full time employee is scheduled for the "B" line tour of duty and is required to appear for local or state Jury Duty, he/she shall not be required to report for his/her regularly scheduled tour of duty, but shall report for Jury Duty as required. In the event the employee is released and there is three (3) or more hours remaining in the tour of duty, the employee shall return back to work and finish the remainder of the tour of duty. However, if the employee is required to report for federal Jury Duty, he/she shall not be required to report back to work.

In the event a full time employee is scheduled for the "C" line tour of duty and is required to appear for federal Jury Duty, he/she shall not be required to report for his/her regularly scheduled tour of duty, but shall report for Jury Duty as required.

All fees paid to the employee shall be endorsed over to the Employer. However, any mileage, tolls and/or parking reimbursements for appearing at Jury Duty shall be retained by the employee.

ARTICLE 17 - GENERAL PROVISIONS

A. Use of Town Equipment: The Employer may assign employees for security purposes at events not related to their regularly scheduled duties, which shall include no less than two (2) employees. This assignment shall not diminish the regularly scheduled patrols for that day and time. The employees so assigned shall be equipped with a marked patrol vehicle, portable radios and any other regularly used patrol equipment. Employees are to be paid by the Employer through payroll at the rate of pay appropriate to that employee. The Town, at its option, may seek reimbursement for the assigned employees from the public municipal agency.

B. Probation Period: The probation period for all employees shall be twelve (12) months.

C. Part Time Unit Members Hours: Part time employees may not work more than forty (40) hours in a pay period. The only exceptions made will be at the direction of the Town Supervisor or designee.

D. Meal: Any employee working a shift of six (6) hours or more, shall be entitled to a thirty (30) minute meal period, which shall not be taken during the first two (2) hours of the shift. The meal period will be taken within one (1) mile of the Town.

ARTICLE 18 - MANDATED PROVISIONS OF LAW

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE 19 - SEVERABILITY

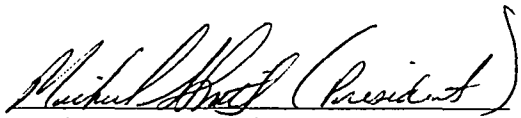
In the event that any Article(s), Section(s) and/or Paragraph(s) contained in this Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulations or decrees, such decision shall not affect any other Article(s), Section(s) and/or Paragraph(s) contained in this Agreement, it being the express intent of the parties hereto that all Article(s), Section(s) and/or Paragraph(s) not declared invalid, shall remain in full force and effect.

In that event, the parties shall meet and negotiate the change and/or impact of the Article(s), Section(s) and/or Paragraph(s) of this Agreement that was declared invalid.

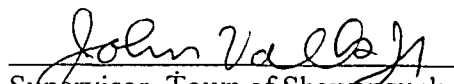
ARTICLE 20 - DURATION

A. This Agreement shall be effective from January 1, 1996 through December 31, 1999.

B. In witness whereof, the parties have executed this Agreement as of the 1st day of September, 1999.



President, Town of Shawangunk Police
Benevolent Association



Supervisor, Town of Shawangunk